

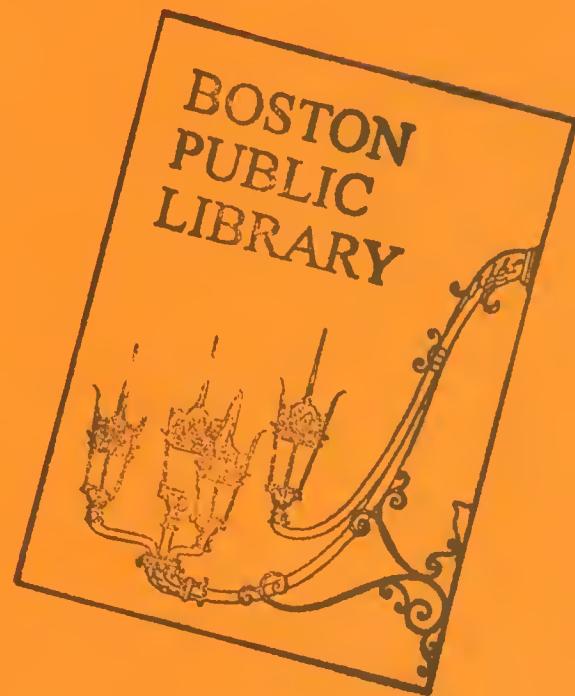
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CENTRAL BUSINESS DISTRICT

MEMORANDUM OF UNDERSTANDING



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CENTRAL BUSINESS DISTRICT

MEMORANDUM OF UNDERSTANDING

BOSTON REDEVELOPMENT AUTHORITY
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THIS MEMORANDUM OF UNDERSTANDING was executed this day of

16th day of August, 1962, by and between:

THE MAYOR OF THE CITY OF BOSTON, a municipal corporation established and existing under the laws of the Commonwealth of Massachusetts (the "Mayor"), and

THE BOSTON REDEVELOPMENT AUTHORITY, a public authority organized and existing under the laws of the Commonwealth of Massachusetts (the "Authority"); and THE COMMITTEE FOR THE CENTRAL BUSINESS DISTRICT, INC., a non-profit corporation, organized and existing under Chapter 180 of the laws of the Commonwealth of Massachusetts (the "CCBD");

WITNESSETH

WHEREAS, the Proposed Central Business District Project Area of the City of Boston, being that portion of the City outlined on a map attached hereto as Exhibit A (the "District") is one of the City's most important economic assets, is strategically situated to serve as the financial and commercial center of the entire New England region, is well served by rapid transit, and can provide real economic strength to the City; and

WHEREAS, through high taxes, lack of rehabilitation, failure to replace obsolete buildings, traffic saturation, parking problems, congestion in internal connections and a general failure to keep up with changing times, more and more in the Proposed Central Business District, the City is losing its economic and social viability.

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while entertainment and other activities servicing the public in the District have not been able to realize their full growth potential; and

WHEREAS, the business community in the District, the MAYOR, and the AUTHORITY are united in their determination to reverse this trend and to revitalize the District; and

WHEREAS the downtown business community has formed the CCBD made up of a representative and broadly based group with business, professional or financial interest; and

WHEREAS, it is the desire of the CCBD, the MAYOR and the AUTHORITY to secure the participation of the downtown business community in the renewal planning process from the outset so that any plan developed for the District will have the support and consent which will insure its soundness and financial feasibility and which will insure that new investment in the District will be encouraged to carry out the objectives above expressed; and

WHEREAS, the AUTHORITY and the MAYOR are desirous of undertaking an urban renewal project in the District under Chapter 121 of the General Laws with the assistance of the federal government, and with the cooperation and in conjunction with the CCBD, and of commencing survey and planning work in connection with such an urban renewal project;

Now, Therefore, in consideration of the aforesaid

covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Survey and Planning Application. The AUTHORITY will prepare and file with the federal government (as soon as required consents and approvals are obtained) an application for survey and planning funds for the District. This application will be prepared by the AUTHORITY staff, but will be subject to review by the CCBD before it is submitted to the federal government.
2. Staff of the Authority. The AUTHORITY will provide an adequate staff to carry on the survey and planning work proposed by the aforesaid application so that said work may be completed approximately eighteen months from the date upon which the aforesaid application is approved by the federal government. It is understood that consultants will be used to supplement the staff of the AUTHORITY. The staff of the Authority will prepare a detailed timetable of events and activities relating to the urban renewal project for the District and will from time to time inform all parties hereto as to the relationship between the actual and the projected course of events.
3. Consultants. The AUTHORITY will either enter into agreements with the following types of consultants for work in the District or will through its own staff perform the work in the District in so

paragraphs (b)-(f).

- (a) Victor Gruen and Associates - Planning, Architecture and Engineering, Planning Consultants, ("Victor Gruen") who will assist the Authority in developing the physical planning aspects of the central business district project plan.
- (b) Economic and market analysis
- (c) Traffic circulation and parking
- (d) Mass transit
- (e) Entertainment and related activities
- (f) Such additional consultants as may be required to supplement its resources and to insure timely completion of an urban renewal project in the District.

Contracts with all consultants will be subject to prior review by the CCBD and will provide that consultants will be available to consult with and exchange information with designees of the CCBD.

4. Organization of the CCBD. The CCBD will appoint an Executive Committee which will act as the governing body of the CCBD, subject to the overall direction of the CCBD Board of Directors. The CCBD Board of Directors will appoint and supervise an Executive Director and such paid professional staff as CCBD shall deem necessary, who will act as liaison with the AUTHORITY, and the community in the District. Funds to support the operations of the CCBD will be

provided by the CCBD.

5. Victor Gruen Agreement. The CCBD will enter into an agreement with Victor Gruen which will supplement the agreement between the AUTHORITY and said firm above referred to. This agreement will be subject to review by the staff of the Authority and will provide that said firm will develop planning studies which will serve as preliminary and supporting documentation for the urban renewal plan being prepared by the AUTHORITY. This agreement may provide that the agreement may be terminated by either party after completion of the first phase under certain conditions. The CCBD need not agree to be responsible for extras on the Victor Gruen contract caused by changes in planning concepts by the AUTHORITY's staff, but will agree to pay for extras arising out of additional services requested by it from Victor Gruen. The CCBD will employ its best efforts to see to it that Victor Gruen is furnished with information for its confidential use in connection with the preparation of plans. Other data pertinent to the Victor Gruen study will be furnished to said firm by the AUTHORITY.
6. Information Function. The CCPD will endeavor to keep all segments of the District community fully informed of planning activities of the CCBD, the AUTHORITY and the MUR, and will endeavor to secure the maximum amount of participation in the planned activities by

this community. Public announcements of this project and subsequent public announcements will generally be made under joint sponsorship of the staff of the AUTHORITY and the CCBD.

7. Use of Data. The AUTHORITY agrees to make available to the CCBD and its consultants all information relating to the District in its possession from time to time, and the CCBD agrees likewise to make all such information available to the AUTHORITY. The MAYOR agrees to make available all data, technical advice and resources of departments of the City of Boston necessary to pursue the objectives of the Memorandum.
8. Consultations. The staff of the AUTHORITY and CCBD will keep in close contact with each other, and with the MAYOR, and will meet on a frequent basis.
9. The Urban Renewal Plan. The Urban Renewal plan for the District which will be the result of the planning and surveying activities contemplated by this Memorandum will emphasize rehabilitation and spot clearance. This plan will be the result of the joint efforts of all parties thereto and will be endorsed in principle by all such parties prior to submission. It is understood that property will not be acquired under that plan until an economically feasible plan has been prepared for its reuse and development. In the event that the CCBD

IN WITNESS WHEREOF, the MAYOR, the AUTHORITY, and the CCBD have each caused this Memorandum to be executed in their behalf on the date first above written.

/s/ John F. Collins
Mayor of the City of Boston

BOSTON REDEVELOPMENT AUTHORITY

Attest: John S. Simonian By /s/ Edward J. Logue
Secretary Development Administrator

COMMITTEE FOR THE CCPD, Inc.

Aug. 18, 1967

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING was executed this _____ day _____, 1967, by and between:

THE CITY OF BOSTON, a municipal corporation established and existing under the laws of the Commonwealth of Massachusetts, acting by its Mayor (the "City"), and

THE BOSTON REDEVELOPMENT AUTHORITY, a public authority organized and existing under the laws of the Commonwealth of Massachusetts (the "Authority"), and THE COMMITTEE FOR THE CENTRAL BUSINESS DISTRICT, INC., a non-profit corporation, organized and existing under Chapter 180 of the laws of the Commonwealth of Massachusetts (the "CCBD"):

W I T N E S S E T H

WHEREAS, the parties hereto entered into a Memorandum of Understanding dated August 15, 1962, a principal objective of which was the preparation through joint effort of an Urban Renewal Plan for the Central Business District Project area of the City of Boston (as said District is defined in said Memorandum of Understanding dated August 15, 1962); and

WHEREAS, pursuant to the terms of said Memorandum of Understanding, the parties have engaged in extensive planning studies and reviews and, through joint effort, have prepared an Urban Renewal Plan for the Central Business District Project area which has been endorsed in principle by all of the parties thereto; and

WHEREAS, said Urban Renewal Plan contemplates, among other things, the extensive and significant demolition of buildings in the business and office areas of the Central Business District, and the replacement of such buildings

underground truck servicing facilities, the implementation, execution and design of which will require cooperative effort and careful staging over a long period of time; and

WHEREAS, it is the desire of the CCBD, the City and the Authority to secure the cooperation and active participation of the downtown business community in the execution and implementation of said Urban Renewal Plan so as to help insure its success and to encourage new private investment in accordance with the objectives and provisions of said Plan;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Consultation. The staff of the Authority and the CCBD will keep in close contact with each other, will meet on a frequent basis, and will consult together regarding all phases of the implementation of the Urban Renewal Plan for the district.
2. Authority Consultants. The Authority may from time to time enter into contracts with consultants in the areas of planning, landscape architecture, engineering, and economic analysis to assist in the preparation and execution of the Plan, or of portions thereof.
3. CCBD Consultants. The CCBD may from time to time enter into contracts with like consultants.

Contracts with all consultants will be made available to the Authority and will provide that the consultants will be available to consult with and exchange information with designees of the CCBD.

In addition, the CCBD shall endeavor to obtain and transmit to the Authority the views of property owners, business organizations, the Retail Trade Board, the Chamber of Commerce, the Real Estate Board, and other interested parties with respect to the Authority's plans, designs and timetables for implementation of the Plan.

4. Information and Exchange of Data. The Authority agrees to make available to the CCBD and its consultants all relevant information available to it relating to the implementation of the Plan and the CCBD agrees likewise to make all such information in its possession available to the Authority. In addition, the CCBD will endeavor to keep all segments of the district community fully informed of the activities of the CCBD and the Authority with respect to the execution of the provisions of the Urban Renewal Plan.
5. Execution Plan. Execution and Implementation of the Urban Renewal Plan for the Central Business District, including the staging and timing of actions to be taken thereunder, and the design of facilities such as pedestrian malls and underground truck servicing facilities to be provided pursuant thereto, will be scheduled and carried out in accordance with specific plans therefor, which shall be formulated as a result of the consultations and exchange of information hereinabove provided for, and which shall be endorsed in substance by all of the parties hereto.
6. Individual Views. The right of any member of the community to express views, opinions and judgments in support of or contrary to the Plan or any part thereof at any time shall in no way be abridged by reason of membership in the CCBD or service on its Board of Directors or Executive Committee.

IN WITNESS WHEREOF, the CITY by its Mayor, the AUTHORITY, and the CCBP have each caused this Memorandum to be executed in their behalf on the date first above written.

Mayor of the City of Boston

BOSTON REDEVELOPMENT AUTHORITY

ATTEST: _____

Secretary

By _____

Development Administrator

COMMITTEE FOR THE CCBP, INC.

ATTEST: _____

Clerk

By _____

President

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